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Cox Communications Policies

Cox Communications policies regarding our services and business practices.

Cox® High Speed Internet Acceptable Use Policy

Introduction

Updated 05/19/15

CoxCom, LLC and its affiliates and/or distribution partners (collectively "Cox") are pleased that you have chosen Cox® High Speed InternetSM service (the "Service"). Our goal is to provide you and our other subscribers with an enriched, high quality Internet experience. This Acceptable Use Policy (the "AUP") has been designed to protect our Service, our subscribers, and the Internet community from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Violation of any term of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your Cox account. This AUP should be read in conjunction with the Cox High Speed Internet Subscriber Agreement, Privacy Policies, and other applicable policies.

By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this AUP. The AUP will be updated from time to time, so you should consult this document regularly to ensure that your activities conform to the most recent version. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE COX CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

1. Prohibited Activities. You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the Service to:

- Harm to Minors. You may not use the Service to harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful.
- Conduct, participate in, or otherwise facilitate, pyramid or other illegal soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
- Post, transmit, or distribute content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable in Cox's sole discretion.
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy their equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan botnet, cancelbot, or other harmful feature.
- Access or use the Service with an IP address other than the dynamic Internet Protocol ("IP") address assigned to you which adheres to dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP.

Cox Policies

Site Policies

Online Privacy Policy

Visitor Agreement

Cox Forums Terms & Conditions

Residential Customers

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Annual Customer Notices

Terms and Conditions

Credit Report Notice

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Service Protection Plan Terms & Conditions

Billing and Payment Policies

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Acceptable Use Policy

Subscriber Agreement

Speeds and Data Plans

Tech Solutions Terms of Service

WiFi Terms of Service

Residential Telephone Service

Customer Agreement

Telephone Modem Battery Policy

Residential Video Service

All Digital Plan Details

Business Customers

DEFENDANTS' EXHIBIT

DTX0140

Case No. 1:14-cv-01611-LO-JFA



- Modify any cable modem connected to the Cox network, regardless of whether the modem is owned by you or leased from Cox, in order to commit theft of the Service, fraudulently use the Service or provide the Service to a third party. Cox may work with law enforcement if any such theft or fraud occurs.
- Modify the MAC address of any modem connected to the Cox network.
- Collect or store personal data about other users.
- Use an IP address not assigned to you by Cox.
- Violate any other Cox policy or guideline.
- Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.

2. Intellectual Property Infringement. You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, moral rights, or propriety rights of any party. Cox assumes no responsibility, and you assume all risk regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

3. User Content. You are solely responsible for any information that is transmitted from your IP address or your account on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Cox reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that Cox deems, in its sole discretion, to be illegal, offensive, indecent, or otherwise objectionable.

4. Commercial Use. The Service is designed for personal, non-business related use of the Internet and may not be used for commercial purposes. You may not resell the Service or otherwise make the Service available for use to persons outside your dwelling (for example, through an open wireless home network). You agree not to use the Service for operation as a de facto Internet service provider, or for any other business enterprise (whether for profit or non-profit), including, without limitation, IP address translation or similar facilities intended to provide additional access. For commercial Internet service please contact Cox Business.

5. Servers. You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by Cox.

6. Misuse of Service. You may be held responsible for any misuse of the Service that occurs through your account or IP address, even if the misuse was inadvertent. You must therefore take precautions to ensure that others do not gain unauthorized access to the Service or misuse the Service, including conduct in violation of this AUP.

7. Hacking/Attempted Unauthorized Access. You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

8. Security. You are solely responsible for the security of any device connected to the Service, including any data stored on that device. You are responsible for implementing appropriate security precautions for all systems connected to the Service to protect against threats such as viruses, spam, Trojan botnets, and other malicious intrusions. You are responsible for enabling the security of any wireless (Wi-Fi) networks connected to the Service. Any wireless network installed by the customer

Annual Privacy
Notice

General Terms

Business Data
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Acceptable Use
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WiFi Terms of
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Leased Access
Information

or a Cox representative that is unsecured or "open" and connected to the Cox network is prohibited. You authorize Cox to use technology to detect unsecured wireless networks associated with your use of the Service. If Cox determines that you are using the Service via an unsecured wireless network, Cox will notify you to enable the Security on the Wi-Fi device.

9. Disruption of Service. You may not disrupt the Service in any manner. You shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

10. Viruses, Trojan Horses, Worms and Denial of Service Attacks. Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spambot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. We may suspend the Service without prior notice if we detect a harmful program such as a virus infection. Your service will be resumed once the harmful program is removed.

11. Email. You may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of our Service, such as personal web pages, or other resources that are part of the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

You may not reference Cox in the header or body of an unsolicited email, or list an IP address that belongs to the Cox network in any unsolicited email. Further, you may not take any action which implies that Cox is the sponsor of any unsolicited email even if that email is not sent through the Cox network. Further, forging, altering or removing electronic mail headers is prohibited.

If the Service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until Cox deletes them as part of its normal policies and procedures. There is no obligation for Cox to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

12. Data Usage, Data Storage and Other Limitations. Cox offers multiple packages of Service with varying speeds, features and data plans (not all packages are available in all areas). You must comply with the current data usage, data storage, email limits and other requirements associated with the package of Service you selected. Information on speeds, usage and other features can be found at [Speeds and Data Plans Information](#). You must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in Cox's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede Cox's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. In some rare cases, Cox may suspend or terminate the Service if the issues in question have not been resolved after consultation with Cox.

13. Conflict. In the event of a conflict between the Subscriber Agreement and this AUP, the terms of the Subscriber Agreement will prevail.

14. How to Contact Cox. For any questions regarding this AUP,

complaints of violations, or cancellation notices, please contact Cox at one of the following:

- Email: abuse@cox.net
- Phone: See your invoice or [visit our Contact web page](#)
- U.S. Mail: See your invoice or [visit our Contact web page](#)

Cox® High Speed Internet Subscriber Agreement

Introduction

Updated 05/19/15

This Subscriber Agreement (the "Agreement") sets forth the terms and conditions under which CoxCom, LLC d/b/a Cox Communications, and its affiliates and/or distribution partners (collectively, "Cox"), agrees to provide Cox® High Speed InternetSM service (hereinafter the "Service") to you. By subscribing to and using the Service, you (i) agree to abide by, and require others using the Service via your account to abide by the terms of this Agreement, and (ii) represent and warrant that you are at least 18 years of age. If you do not agree with the foregoing, you may not use the Service and must return any Cox-owned equipment and associated materials to Cox. This Agreement is deemed to be received by you and is effective on the date which you subscribe to the Service, and continues until your subscription is terminated, except for those provisions which by their nature continue beyond termination, such as indemnification for claims arising out of your use of the Service.

Cox reserves the right to modify the terms of this Agreement and prices for the Service (unless you have a separate contract for a specific price and term). Cox may discontinue or revise any or all other aspects of the Service, including features or enhancements, in its sole discretion at any time by posting changes online. Your continued use of the Service after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by Cox. This Agreement should be read in conjunction with our Acceptable Use Policy, ("AUP"), Privacy Policies, and other applicable policies.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE COX CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

1. Your Subscription

Your subscription entitles you to use the Service. Your subscription is personal to you, you agree not to assign, transfer, resell or sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your Service or your computer. You agree to contact the local Cox office identified on your monthly invoice immediately upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information.

2. Payment

You agree to pay all monthly fees and installation charges including, but not limited to, applicable taxes, customer service fees, late fees and door collection fees. Monthly fees will be billed one month in advance. If payment is not received by the due date, late fees and/or collection charges may be assessed and the Service may be terminated. You may incur charges including, without limitation, charges relating to the purchase of "premium" or usage-based services, such as online storage in addition to those billed by Cox. All such charges, including all applicable taxes, are your sole responsibility. If your Service is terminated you may be required to pay a reconnect fee and/or a security deposit in addition to all past due charges before the Service is reconnected. You agree to be responsible

for any and all charges, damages and costs that you or anyone using your Cox account incurs.

3. Software License

Cox grants to you a limited, nonexclusive, nontransferable and nonassignable license to install and use Cox's access software (including software from third party vendors that Cox distributes, hereinafter referred to as the "Licensed Software"), in order to access and use the Service. Cox may modify the Licensed Software at any time, for any reason, and without providing notice of such modification to you. The Licensed Software constitutes confidential and proprietary information of Cox and Cox's licensors and contains trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. All right, title, and interest in and to the Licensed Software, including associated intellectual property rights, are and shall remain with Cox and its licensors. You agree to comply with the terms and conditions of all end user software license agreements accompanying any software or plug-ins to such software distributed by Cox in connection with the Service. You shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Software or any part thereof. You acknowledge that the Licensed Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the United States. You agree not to export or re-export the Licensed Software, directly or indirectly, to any countries that are subject to United States export restrictions. Your right to use the Licensed Software terminates upon termination of this Agreement.

4. Equipment

You may rent or purchase a cable modem or gateway from Cox, or you may purchase a DOCSIS-compliant, Cox-approved device from a third party retailer. Cox reserves the right to provide service only to users with Cox-approved DOCSIS-compliant modems. Please check with local Cox Customer Support or online at <http://www2.cox.com/residential/support.cox> for the most current Cox approved device list. You agree to connect only Cox approved equipment to the Cox network.

You will not remove any Cox owned equipment (the "Equipment") from the Premises or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected by the Cox installer. Cox may relocate the Equipment for you within the Premises at your request for an additional charge. If you relocate to a new address within Cox's service area, you may be charged a new installation fee to initiate Service in the new location. You will not connect any equipment not authorized by Cox to the cable modem outlet. You understand that failure to comply with this restriction may cause damage to the Cox network and subject you to liability for damages and/or criminal prosecution. You may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do the same that is not authorized by Cox.

5. Installation

You authorize Cox personnel and/or its agents to enter your premises (the "Premises") at mutually agreed upon times in order to install, maintain, inspect, repair and remove the Service. If you are not the owner of the Premises upon which the Service is to be installed, you represent and warrant that you have the authorization or consent of the owner of the Premises for Cox personnel and/or its agents to enter the Premises for the purposes described above. You shall indemnify and hold Cox harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement.

You acknowledge and agree that installation of the Service (including any Licensed Software necessary for the Service) may require Cox personnel and/or its agents to open your computer. You further acknowledge and agree that installation and/or use of the Service (including Licensed Software) may result in the modification of your computer's systems files and that Cox may periodically update the software in your modem in order to provide the Service. Cox does not represent, warrant, or covenant that such modifications will not disrupt the normal operations of your computer. Cox shall have no liability whatsoever for any damage resulting from the installation and/or use of the Licensed Software or file modifications, or the

Services. Cox is not responsible for returning your computer to its original configuration prior to installation. Cox or its agents will supply and install certain software and, if required, an extra cable outlet, a cable modem and an Ethernet card for a fee determined by Cox. Cox will also provide an informational guide and/or online instructions on how to use the Service. You may transfer the Licensed Software to additional computers within the home, but service and support for these additional machines is limited and/or may incur an additional fee. If you intend to transfer the software, you must give Cox prior notice of such transfer. Unless offered by Cox as a service, you agree that Cox has no responsibility to provide service and support for in-home networks.

6. Acceptable Use Policy

The Acceptable Use Policy located at <http://ww2.cox.com/aboutus/policies.cox#acu> is incorporated herein by reference and made a part of this Agreement. You agree to use the Services strictly in accordance with the Acceptable Use Policy. Under the Acceptable Use Policy, Cox may suspend the Service to you without notice under certain circumstances, such as a virus infection on your device that could harm Cox's network or other Cox subscribers, or if you are engaging in conduct that is harmful to Cox or other subscribers. The Acceptable Use Policy may be modified by Cox from time to time, and the current version will be posted online.

7. Information You Generate

You are solely responsible and liable for all material that you upload, post, email, transmit or otherwise make available via the Service, including, without limitation, material that you post to any Cox Website or the website of a Cox affiliate. Unless indicated on a Cox Website, such as a forums site, Cox does not claim ownership of material you submit or make available for inclusion on the Service. However, with respect to material you submit or make available for inclusion on publicly accessible areas of the Service, you grant Cox a world-wide, royalty free and non-exclusive license(s) to: use your material in connection with Cox's businesses including, but not limited to, the rights to: copy, distribute, publicly perform, publicly display, transmit, publish your name in connection with the material if you made your name public, and to prepare derivative works. No compensation will be paid with respect to the use of your material.

8. Links to Third Party Web Sites

In your use of the Service and/or Cox Websites, you may view links to various websites operated or owned by third parties ("Third Party Site(s)"). Content provided via Third Party Sites is not under the control or ownership of Cox, and Cox expressly disclaims any responsibility for such content. The inclusion of any link to a Third Party Site is not (i) an endorsement by Cox of the Third Party Site, (ii) an acknowledgement of any affiliation with its operators or owners, or (iii) a warranty of any type regarding any information or offer on the Third Party Site. Your use of any Third Party Site is governed by the various legal agreements and policies posted at that Website.

9. Removal of Content

Cox reserves the right at all times and without notice to remove, restrict access to, or make unavailable, any content, such as that posted on support forums or social media sites, that it considers, in its sole discretion, obscene, lewd, lascivious, excessively violent, harassing, or otherwise objectionable, and to retain and/or disclose any content or other information in Cox's possession about or related to you, your use of the Services or otherwise as Cox deems necessary to satisfy any applicable law, regulation, legal process, or governmental request.

10. Privacy

You authorize Cox to make inquiries and to receive information about your credit history from others and to utilize such information in its decision regarding its provision of the Service to you. You agree that Cox may collect and disclose information concerning you and your use of the Service in the manner and for the purposes set forth herein and in Cox's Privacy Policies. Please read the Online Privacy Policy at <http://ww2.cox.com/aboutus/policies/your-privacy-rights.cox> which governs visits to our Websites such as ww2.cox.com and the Annual Privacy Notice at <http://ww2.cox.com/aboutus/policies/annual-privacy-notice.cox>.

11. No Spam or Other Unsolicited Bulk Email

Cox may immediately terminate any subscriber account that it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated, you agree to pay Cox liquidated damages of five dollars (U.S. \$5.00) for each piece of "spam" or unsolicited bulk email transmitted from or otherwise connected with your account. Otherwise you agree to pay Cox's actual damages. Cox reserves the right to block, reject or remove what it considers in its sole discretion to be "spam" or other unsolicited bulk email from the Service, and Cox shall have no liability for blocking or removing any email considered to be "spam."

12. Termination and Surviving Obligations

Upon termination of this Agreement for any reason, all provisions regarding payment, arbitration, indemnity, intellectual property, software licenses, governing law, and all other provisions which by their nature should reasonably survive termination, shall survive termination.

You expressly agree that upon termination of this Agreement: (i) You will pay Cox in full for your use of any Equipment and Service up to the later of the effective date of termination of this Agreement or the date on which the Service and any Equipment have been disconnected and returned to Cox. You agree to pay Cox on a pro-rated basis for any use by you of any Equipment or Services for a part of a month. (ii) You will permit Cox to access your premises at a reasonable time to remove any Equipment and other material provided by Cox. (iii) You will ensure the immediate return of any Equipment to Cox. You will return or destroy all copies of any software provided to you pursuant to this Agreement. (iv) Cox is authorized to delete any files, programs, data and email messages associated with such account. As a courtesy Cox may, but is not obligated to, retain your emails for a short period of time following termination in the event you resume use of the Service.

13. Disclaimer of Warranties and Limitation of Liability

You expressly agree that Cox is not responsible or liable for any content, act or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights, and you hereby release Cox for any such claims based on the activities of third parties. THE SERVICE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER COX, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS WARRANT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL MALICIOUS AGENTS, EVEN IF ANTI-VIRUS MECHANISMS ARE DEPLOYED. COX DOES NOT WARRANT THAT ANY DATA OR ANY FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED. COX AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE OF THE LICENSED SOFTWARE, THE SERVICE (INCLUDING EMAIL), EQUIPMENT FURNISHED BY COX, OR COX'S PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE; EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF A COX INSTALLER, TECHNICIAN, OR CUSTOMER SERVICE REPRESENTATIVE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR OTHER DAMAGES, REGARDLESS OF WHETHER OR NOT COX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, COX'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD. YOU HEREBY RELEASE COX

FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. COX IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT. Your sole and exclusive remedies under this Agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you.

14. Indemnification

You agree to indemnify, defend, and hold harmless Cox, its officers, directors, employees, parent companies, subsidiaries, members, affiliates, suppliers, and agents, from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by Cox or any third party due to or arising out of your use of or conduct on the Service. Cox will notify you within a reasonable period of time of any third party claim for which Cox seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to Cox's interests, as reasonably determined by Cox.

15. Management of Network

Cox is committed to the ongoing management of its network to improve its service offerings, protect customers, and create new Services and feature enhancements for its customers. Cox does not shape or throttle Internet traffic based on the particular online content, protocols or applications a customer uses. Cox uses other measures to ensure the best overall experience for our CHSI customers, including, without limitation: rate limiting of email (as set forth in our email policies), email storage limits (including deletion of dormant or unchecked email), rejection or removal of "spam" or otherwise unsolicited bulk email. Cox also employs other means to protect customers, children, and its network, including blocking access to child pornography (based upon lists of sites provided by a third party and an international police agency), and security measures (including identification and blocking of botnets, viruses, phishing sites, malware, and certain ports as set forth below).

Cox may take any appropriate measures, whether or not they are described above, in response to extraordinary levels of usage, denial of service attacks, or other exigent circumstances that have a significant effect on our subscribers' ability to use the Service or Cox's ability to provide the Service.

Visit [Speeds and Data Plans Information](#) to learn about specific features of the Service, including speeds, data plans and email.

16. Online Advertising

When you use the Service, Cox may display advertisements, public service announcements, and other messages to you. Cox does not use your web surfing activity or other online behavior to determine the advertisements and other information shown to you. Location-based online advertising is based upon your zip + 4 zip code, similar to direct mail you receive through US mail. Visit [Location-Based Advertising](#) for more information and instructions on opting out of this service.

17. Damage to and Encumbrances on Equipment, Computer, Software

If Equipment is leased or loaned to you by Cox the Equipment remains the property of Cox. You may not sell, transfer, lease, encumber or assign all or part of the Equipment to any third party. You agree to pay the full retail cost for the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any costs incurred by Cox in obtaining or attempting to obtain possession of any such Equipment. You hereby authorize Cox to charge your credit card or other payment method authorized by you for any outstanding Service, Equipment, and repair and replacement costs described herein. Cox may, at its option, install new or reconditioned Equipment, including swapping your existing equipment for Cox-compliant equipment, for which you may incur a fee.

18. Copyright and Trademark Notices

Copyright © 1998 - 2012 Cox Communications, Inc. All rights reserved. Materials available on Cox Websites are protected by copyright law. Cox is

a trademark of Cox Communications, Inc. Cox and other Cox services referenced herein are either actual service marks or registered service marks of Cox Communications, Inc. All other trademarks and service marks are the property of their respective owners.

19. Governing Law

This Agreement is governed by the laws of the state in which your billing address in our records is located, and applicable federal law.

20. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION WAIVER.

YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF RECEIPT OF THIS AGREEMENT, IF YOU FOLLOW THE PROCEDURES SET FORTH IN SECTION 20.2 BELOW. OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

20.1 YOU AND COX AGREE TO ARBITRATE – RATHER THAN LITIGATE IN COURT – any and all claims or disputes between us (including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox) that arise out of or in any way relate to this Agreement or any Services or products that Cox provides to you in connection with this Agreement (including but not limited to amounts that Cox charges you for Services or products provided). You and Cox also agree to arbitrate any and all claims or disputes that arise out of or relate in any way to any services or products provided to you by Cox or any of its affiliated entities under any other agreement. Notwithstanding this agreement to arbitrate, you and Cox may bring appropriate claims against each other in small claims court, if the claims fall within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the claims.

20.2 Opt Out: You may opt out of this dispute resolution provision (except for the jury trial waiver contained in Section 20.7 below) by notifying Cox of that intent within 30 days of receipt of this Agreement by sending a letter stating that you are opting out of this dispute resolution provision to Cox at ArbitrationOptOut@cox.com or via U.S. mail to Cox Communications Legal Department, Attn: Litigation Counsel, 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328. Exercising this right, should you choose to do so, will not affect any of the terms of your contract with Cox, and you may remain a Cox customer. If you opt out of the dispute resolution provision, that opt out will remain in effect if Cox modifies this section in the future or you agree to a new term of service under this Agreement. If you enter into a new agreement with Cox that includes a dispute resolution provision and you want to opt out of that provision, you will need to follow the instructions in that agreement for opting out.

20.3 Class Action Waiver: You and Cox agree that all claims or disputes between you and Cox will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or Cox brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor Cox may participate in a class or representative action as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if they were directly asserted by you or Cox. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section 20 will not apply to any claim or dispute between you and Cox, except for the provisions of Section 20.7 waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.

20.4 Arbitrator Authority: The arbitration between you and Cox will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and Cox agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this

Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond you and your dealings with Cox. Review of arbitration decisions in the courts is very limited.

20.5 Informal Dispute Resolution: You and Cox agree that you will try to resolve disputes informally before resorting to arbitration. If the dispute cannot be resolved by telephone, you agree to notify Cox of the dispute by sending a written description of your claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328 so that Cox can attempt to resolve it with you. If Cox does not satisfactorily resolve your claim within 30 calendar days of receiving notice of it, then you may pursue the claim in arbitration. Neither you nor Cox may initiate arbitration without first providing the other notice of the claim and following the informal dispute resolution procedure provided in this paragraph.

20.6 Arbitration Procedures: You and Cox agree that this Agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to Cox at ArbitrationOptOut@cox.com or via U.S. mail to Cox Communications Legal Department, Attn: Litigation Counsel, 6205-B Peachtree Dunwoody Road, Atlanta, GA, 30328. You must also comply with the AAA's rules regarding initiation of arbitration. Cox will pay all filing fees and costs for commencement of an arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this agreement or applicable law. Cox will not seek to recover its fees and costs from you in the arbitration, even if allowed under the law, unless your claim has been determined to be frivolous. If you are successful in the arbitration, Cox will pay your reasonable attorneys' fees and costs. If you obtain an award from the arbitrator greater than Cox's last written settlement offer, Cox will pay you \$5,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location.

20.7 Jury Trial Waiver: If for any reason this arbitration agreement is found to be unenforceable, or if you opt out of this dispute resolution agreement, you and Cox expressly and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY**. This means that a Judge rather than a Jury will decide disputes between you and Cox if, for any reason, the arbitration agreement is not enforced.

20.8 Survival: This dispute resolution provision survives the termination of your contract with Cox. If you bring a claim against Cox after termination of your contract that is based in whole or in part on events or omissions that occurred while you were a Cox customer, this dispute resolution provision shall apply.

20.9 Order of Precedence: Notwithstanding anything to contrary contained herein, if you are required to arbitrate any claim or dispute that arises out of or relate in any way to any Services provided to you by Cox or any of its affiliated entities under any other agreement with Cox prior to the effective date of this Agreement ("Prior Agreement"), the dispute resolution terms contained in the Prior Agreement shall control with respect to those Services. Otherwise, the dispute resolution terms contained in this Agreement shall control.

21. Miscellaneous

This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. In the event any

portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit Cox's rights and remedies available at law or in equity. Cox's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by Cox to third parties.

22. How to Contact Us

For any questions regarding this Subscriber Agreement, billing or other, please contact Cox at one of the following:

Email: support@cox.net

Phone and U.S. Mail: See your invoice or visit <http://www2.cox.com/> and check under "Contact Us"

Terms and Conditions

Effective June 1, 2015 (revision number 22- replacing revision number 21 below)

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS DO NOT INSTALL AND/OR ACTIVATE THE COX SERVICE.

Subject to credit approval, Cox will provide all services that you, the Subscriber, request, on the following terms and conditions. All Cox services are referred to as "Service" or "Services". If Cox provides telephone Service in your area, such Service will be provided through the Cox telephone affiliate servicing your area, and you will also be bound by that affiliate's tariff on file with the State telephone regulatory authority and/or the service guides, Customer Service Agreement or other terms of service located on Cox's website at <http://www.cox.com/residential/phone/regulatory> ("Phone Website"). If you receive Cox's High Speed Internet Service, you will also be bound by the Cox High Speed Internet Subscriber Agreement, and the Cox Acceptable Use Policy, both located at www.cox.com or at another URL Cox may designate (collectively with the Phone Website, the "Website"). The Services are also subject to the Annual Customer Notice and the Annual Privacy Notice that you will receive each year and located on the Website.

A. Cox's Obligations:

1. Install in a workmanlike manner, the necessary Cox Equipment and materials.
2. Maintain Cox Equipment in accordance with reasonable industry standards and applicable regulations.
3. If available, you may subscribe to the Cox wiring maintenance plan, and Cox will install and/or maintain wiring inside your premises ("Internal Wiring"). Otherwise, Cox may have no responsibility for the maintenance of Your Internal Wiring.
4. Cox has no obligation or responsibility for loss of stored content on any devices or for any damage to your devices.

B. Your Obligations:

1. Charges and Payments. Pay all installation, equipment, service or other charges by due date stated on your Cox bill. Charges are according to Cox's rate schedule or, for phone service, tariff or service guide applicable at the time Services are rendered. Monthly service rates may be subject to additional federal, state and local fees, taxes, surcharges or other Cox imposed charges, including but not limited to, the regulatory cost recovery fee and the broadcast surcharge fee. Fees and charges are payable in advance once service is initiated. If you terminate Service before the end of a prepaid period, Cox will refund the prorated unused portion of the fees and charges. If the pro-rata unused portion is less than \$5.00, Cox will make the refund on your request. If you or Cox terminate any of your Services, for any reason, and any outstanding balance is not paid in full by the due date, Cox may transfer such outstanding balances for Services

provided under this Agreement to other accounts that you have with Cox.

2. **Failure to Pay.** If you fail to make timely payment, Cox may terminate Service, remove or disable Cox equipment and impose late fees, collection trip fees, if applicable. Late fees and collection trip fees will not exceed the maximum amount permitted by law.

3. **Safe Working Environment.** Provide Cox's employees and representatives with a safe working environment.

4. **Use of Services and Equipment.** You are liable for all Cox Equipment on your Premises and in your possession. You agree to use the Cox Equipment only for receiving the Services. For example, you will use any modem embedded in a digital video receiver only for the receipt of Cox video Services and any other Services expressly authorized by Cox. You agree that you will not and you will not permit others, including without limitation any other provider of video, telecommunications or Internet services, to use, rearrange, disconnect, abandon, remove, relocate, repair, alter, tamper or otherwise interfere with any of the Cox Equipment including software or firmware without Cox's prior written consent, which Cox may withhold in its sole discretion. Such prohibition includes attaching or, permitting others to attach any unauthorized devices to Cox Equipment, using or permitting others to use equipment that causes interference with reception equipment, or otherwise degrades Cox's cable network signal quality or strength or creates signal leakage, altering a cable modem to change its downloading or uploading capacity, or altering identifying information such as serial numbers or logos. You assume complete responsibility for improper use, damage or loss of any equipment or software/firmware furnished by Cox. You shall only use the Cox Equipment and Services in accordance with these terms and conditions and such other instructions, guidelines or procedures provided to you by Cox and in a manner that complies with all applicable laws and regulations. If you use the Services or Cox equipment in a manner that violates any of those materials, or applicable laws and regulations, then Cox shall have the right to immediately restrict, suspend, or terminate your Services, without liability on the part of Cox.

5. **Access to Premises.** Allow Cox access into your premises to install, maintain or repair, upgrade (if any), and remove Cox Equipment. Cox personnel have Cox identification you may request and examine. If you are not home at the time of a service call, you may authorize any other adult resident or guest at your residence to grant Cox access to your premises.

6. **No Assignment or Transfer.** Any attempted assignment or transfer of the Services to any other tenant or occupant or to any other location without Cox's prior written consent is prohibited and is a breach of this Agreement.

7. **Authorization.** If you do not own your premises: (i) You represent that you have obtained necessary permission from the owner to install Cox's Equipment (including, without limitation, equipment attached to the outside of the premises); and (ii) You will indemnify Cox from all claims of the owner in connection with the installation and provision of the Services.

8. **Phone Equipment and Back-Up Battery.** A telephone modem is required and will be provided for duration of phone service subscription. Upon disconnection of phone service, modem must be returned within 30 days or a monthly rental fee or lost equipment charge will apply. Modem uses household electrical power to operate. Telephone service, including access to e911 service, will not be available during a power outage without a backup battery or if the modem is moved or inoperable. If you have a home alarm system or home health monitoring system that relies on your telephone line to operate, you will lose access to the service during a power outage unless you have a backup battery. You may purchase a backup battery from Cox so your telephone Service will continue to operate for up to eight hours during a power outage or, if you are a Lifeline customer, obtain a battery from Cox without charge. If Cox does not provide a modem for Cox Services utilizing a telephone cable modem, you must provide it and it will remain your responsibility in all respects, including obtaining battery backup. If (i) the modem that supplies your telephone Service is disconnected or moved, (ii) the backup battery is not charged or otherwise becomes inoperable, or (iii) there is an extended power outage, telephone Service, including access to e911, will not be available. It is your responsibility to monitor the health of the battery and

obtain a replacement (see www.cox.com/battery) if the battery is reaching the end of its useful life. Cox uses your telephone Service address to identify your location for e911 Service. To ensure that e911 dispatch receives your correct address, the telephone modem should not be moved, even inside your home. You must notify Cox in advance if you would like to move or relocate your telephone Service.

C. Cox Equipment: In connection with the Services, Cox or its agent may provide you with equipment and embedded software including video equipment, Internet equipment, and equipment for telephone service, software or firmware, with or without a separate charge or rental fee ("Cox Equipment"). You may purchase some equipment at retail or from Cox directly that may perform some or all of the functions of Cox Equipment (with the exception of Cable Cards®). Cox Equipment, with the exception of a backup battery you purchase for telephone service, will remain the property of Cox and you will not acquire any ownership or other interest in Cox Equipment or any network facilities, cabling or software by virtue of any payment made pursuant to this Agreement or by any attachment of the Cox Equipment to the Premises. Cox shall have the unrestricted right, but not the obligation, to upgrade, replace, remove or otherwise change the Cox Equipment (including embedded software). You consent to such changes including code updates or downloads with or without notice to you which may alter, add to, or remove features or functionalities of the Cox Equipment. Cox may, at its option, install new or reconditioned Cox Equipment, including replacing your existing Cox Equipment, for which you may incur a fee. You agree that such changes may be performed within Cox's sole discretion at any time and in any manner. It is a material breach for you to copy, duplicate, reverse engineer or in any way tamper with or interfere with any Software provided to you by Cox. You also agree:

1. To use the Cox Equipment only for receiving Services ordered from or through Cox. You will only use any modem embedded in a digital video device (e.g. set top box, DTA, etc.) for the receipt of Cox video Services.
2. To promptly return the Cox Equipment, in person, to any Cox retail center or your local Cox office within thirty (30) days of notifying Cox of your decision to terminate your Service, unless otherwise instructed in writing by a Cox representative, in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use. If you do not promptly return the Cox Equipment or if it is damaged or encumbered, ("Unreturned Equipment"), the damages Cox will incur will be difficult to ascertain. Therefore, you agree to pay, and Cox may charge your account, a liquidated damages amount equal to Cox's reasonable estimates of the replacement costs and incidental costs that Cox incurs; provided, however, that such amount will not exceed the maximum amount permitted by law (the "Unreturned Equipment Charge"). If you downgrade your Services, you must promptly return and exchange any advanced Cox Equipment (e.g. HD or DVR receiver, phone/data modem), in person, to any Cox retail center or your local Cox office within thirty (30) days of notifying Cox of your decision to downgrade your Service, unless otherwise instructed in writing by a Cox representative, in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use, for standard Cox Equipment (e.g. standard digital receiver, basic phone modem, etc.). Otherwise, advanced Equipment charges may continue to apply. This provision and any other provision that by its nature should survive shall survive the termination or expiration of this Agreement.

D. Programming: You acknowledge that Cox reserves the right at any time and in its sole discretion to change its channel lineup and/or to pre-empt specific programs or parts of programs previously advertised as available. Cox also reserves the right to alter its fee structure upon notice to you. You may immediately terminate service upon notice to Cox. You may not rebroadcast, transmit, record, perform, or charge admission to view or listen to any of the programming made available by the Services unless you obtain and pay for any public performance licenses.

E. LIMITATION OF WARRANTIES AND LIABILITY: COX, ITS PARENT, AFFILIATES, EMPLOYEES, (COLLECTIVELY AND INDIVIDUALLY, THE "COX GROUP") MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS

TO THE EQUIPMENT FURNISHED TO YOU AND/OR SERVICES PROVIDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THESE PROVISIONS MAY NOT APPLY TO YOU. THE COX GROUP SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR THE DEGRADATION OR INTERRUPTION OF ANY SERVICES, FOR ANY LOST DATA OR CONTENT, IDENTITY THEFT, FOR ANY FILES OR SOFTWARE DAMAGE, REGARDLESS OF CAUSE. THE COX GROUP SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICES. NOR SHALL COX BE LIABLE FOR FAILURE TO PROVIDE SERVICE IF THE CAUSE IS DUE TO THE ACTS OF A THIRD PARTY.

YOU HEREBY INDEMNIFY AND HOLD HARMLESS THE COX GROUP FROM ANY CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF (I) SUCH DAMAGE OR INJURY RESULTING FROM ANY CLAIM THAT YOUR USE OF THE SERVICE INFRINGES ON THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, (II) ANY BREACH OR ALLEGED BREACH BY YOU OF THIS AGREEMENT; OR INJURY TO PERSON OR PROPERTY RESULTING FROM YOUR NEGLIGENCE. UNDER NO CIRCUMSTANCES WILL THE COX GROUP BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. THE COX GROUP'S MAXIMUM TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE MONTHS PRECEDING YOUR CLAIM.

F. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION WAIVER.

YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF RECEIPT OF THIS AGREEMENT, IF YOU FOLLOW THE PROCEDURES SET FORTH IN SECTION F(2) BELOW. OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

1. YOU AND COX AGREE TO ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims or disputes between us (including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox) that arise out of or in any way relate to this Agreement or any Services or products that Cox provides to you in connection with this Agreement (including but not limited to amounts that Cox charges you for Services or products provided). You and Cox also agree to arbitrate any and all claims or disputes that arise out of or relate in any way to any services or products provided to you by Cox or any of its affiliated entities under any other agreement. Notwithstanding this agreement to arbitrate, you and Cox may bring appropriate claims against each other in small claims court, if the claims fall within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the claims.

2. Opt Out: You may opt out of this dispute resolution provision (except for the jury trial waiver contained in Section F(7) below) by notifying Cox of that intent within 30 days of receipt of this Agreement by sending a letter stating that you are opting out of this dispute resolution provision to Cox at ArbitrationOptOut@cox.com or via U.S. mail to Cox Communications Legal Department, Attn: Litigation Counsel, 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328. Exercising this right, should you choose to do so, will not affect any of the terms of your contract with Cox, and you may remain a Cox customer. If you opt out of the dispute resolution provision, that opt out will remain in effect if Cox modifies this section in the future or you agree to a new term of service under this Agreement. If you enter into a new agreement with Cox that includes a dispute resolution provision and you want to opt out of that provision, you will need to follow the instructions in that agreement for opting out.

3. **Class Action Waiver:** You and Cox agree that all claims or disputes between you and Cox will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or Cox brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor Cox may participate in a class or representative action as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if they were directly asserted by you or Cox. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section F will not apply to any claim or dispute between you and Cox, except for the provisions of Section F(7) waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.

4. **Arbitrator Authority:** The arbitration between you and Cox will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and Cox agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond you and your dealings with Cox. Review of arbitration decisions in the courts is very limited.

5. **Informal Dispute Resolution:** You and Cox agree that you will try to resolve disputes informally before resorting to arbitration. If the dispute cannot be resolved by telephone, you agree to notify Cox of the dispute by sending a written description of your claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328 so that Cox can attempt to resolve it with you. If Cox does not satisfactorily resolve your claim within 30 calendar days of receiving notice of it, then you may pursue the claim in arbitration. Neither you nor Cox may initiate arbitration without first providing the other notice of the claim and following the informal dispute resolution procedure provided in this paragraph.

6. **Arbitration Procedures:** You and Cox agree that this Agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to Cox at ArbitrationOptOut@cox.com or via U.S. mail to Cox Communications Legal Department, Attn: Litigation Counsel, 6205-B Peachtree Dunwoody Road, Atlanta, GA, 30328. You must also comply with the AAA's rules regarding initiation of arbitration. Cox will pay all filing fees and costs for commencement of arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this agreement or applicable law. Cox will not seek to recover its fees and costs from you in the arbitration, even if allowed under the law, unless your claim has been determined to be frivolous. If you are successful in the arbitration, Cox will pay your reasonable attorney's fees and costs. If you obtain an award from the arbitrator greater than Cox's last written settlement offer, Cox will pay you \$5,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location.

7. **Jury Trial Waiver:** If for any reason this arbitration agreement is found to be unenforceable, or if you opt out of this dispute resolution agreement, you and Cox expressly and knowingly WAIVE THE RIGHT TO TRIAL BY

JURY. This means that a Judge rather than a Jury will decide disputes between you and Cox if, for any reason, the arbitration agreement is not enforced.

8. Survival: This dispute resolution provision survives the termination of your contract with Cox. If you bring a claim against Cox after termination of your contract that is based in whole or in part on events or omissions that occurred while you were a Cox customer, this dispute resolution provision shall apply.

9. Order of Precedence. Notwithstanding anything to contrary contained herein, if you are required to arbitrate any claim or dispute that arises out of or relate in any way to any Services provided to you by Cox or any of its affiliated entities under any other agreement with Cox prior to the effective date of this Agreement ("Prior Agreement"), the dispute resolution terms contained in the Prior Agreement shall control with respect to those Services. Otherwise, the dispute resolution terms contained in this Agreement shall control.

G. Notices of Changes. Cox will provide you with written notice of any changes that we determine are material to this Agreement, including all notices required by applicable law or tariff. We may provide you with such written notice by sending it to your last known billing address, by including the notice in your bill statement, by sending you an electronic communication to any email address, wireless or landline number, or such other destination or device you provided to Cox, or by any other lawful means. All such changes will become effective as of the date specified on the written notice. Except as may otherwise be provided herein, the updated version of this Agreement will supersede any prior versions of the same agreements. Your continued use of the Service(s) after notice of any changes will constitute your acceptance of this Agreement as modified.

H. Breach of Agreement: If you breach this Agreement, or any other agreement referenced herein, Cox has the right to terminate this Agreement and retrieve its equipment. Cox's failure to require your strict performance of any term of this Agreement shall not be a waiver of Cox's right to require strict performance of any term or condition herein.

I. Entire Agreement: This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between Cox and You for the subject matter hereof. Only Cox may make modifications to this document. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

Updated 10/07/2009 (revision number 21)

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS DO NOT INSTALL AND/OR ACTIVATE THE COX SERVICE.

Subject to credit approval, Cox will provide all services that You, the Subscriber, request, on the following terms and conditions. All Cox services are referred to as "Service" or "Services". If Cox provides telephone Service in Your area, such Service will be provided through the Cox telephone affiliate servicing Your area, and You will also be bound by that affiliate's tariff on file with the State telephone regulatory authority and/or the tariffs or other terms of service located on Cox's website at www2.cox.com/residential/phone.cox. If You receive Cox's High Speed Internet Service, You will also be bound by the Cox High Speed Internet Subscriber Agreement, and the Cox Acceptable Use Policy, both located at www.cox.com or at another URL Cox may designate. The Services are also subject to the Annual Notice that You will receive each year, which contains, among other things, the Privacy Notice.

Cox's Obligations:

1. Install in a workmanlike manner, the Cox necessary equipment and materials.
2. Maintain Cox equipment in accordance with reasonable industry standards and applicable regulations.
3. If available, You may subscribe to the Cox wiring maintenance plan, and Cox will install and/or maintain wiring inside Your premises

("Internal Wiring"). Otherwise, Cox may have no responsibility for the maintenance of Your Internal Wiring.

4. Cox has no obligation or responsibility for loss of stored content on any devices or for any damage to your devices.

Your Obligations:

1. Pay all installation, equipment, service or other charges by due date of Cox's bill. Charges are according to Cox's rate schedule or tariff applicable at the time Services are rendered. Monthly service rates may be subject to additional federal, state and local fees, taxes, surcharges or other charges. Fees and charges are payable in advance once service is initiated. If You terminate Service before the end of a prepaid period, Cox will refund the prorated unused portion of the fees and charges. If the pro-rata unused portion is less than \$5.00, Cox will make the refund on Your request. If You or Cox terminate Service without payment in full by the due date, Cox may transfer outstanding balances for Services provided under this Agreement to other accounts that You have with Cox.
2. If You fail to make timely payment, Cox may terminate Service, remove Cox equipment and impose late fees and collection trip fees, if applicable. Late fees and collection trip fees will not exceed the maximum amount permitted by law.
3. Provide Cox's employees and representatives with a safe working environment.
4. Assume complete responsibility for improper use, damage or loss of any equipment furnished by Cox. You shall only use the equipment and Services in accordance with the Cox terms and conditions and in a manner that complies with applicable laws and regulations. If You use the Services or equipment in a manner that violates the Cox terms and conditions or applicable laws and regulations, then Cox shall have the right to immediately restrict, suspend, or terminate your Services, without liability on the part of Cox.
5. Allow Cox access into Your premises to install, maintain or repair, upgrade (if any), and remove Cox equipment. Cox personnel have Cox identification you may request and examine. If You are not home at the time of a service call, You may authorize any other adult resident or guest at Your residence to grant Cox access to Your premises.
6. Any attempted assignment or transfer of the Services to any other tenant or occupant or to any other location without Cox's prior written consent is prohibited and is a breach of this Agreement.
7. If You do not own Your premises: (i) You represent that You have obtained necessary permission from the owner to install Cox's equipment (including, without limitation, equipment attached to the outside of the premises); and (ii) You will indemnify Cox from all claims of the owner in connection with the installation and provision of the Services.
8. Cox may provide a modem with backup battery power for telephone service that requires a telephone cable modem to receive telephone service. That modem will remain the property of Cox and must be returned upon disconnection of Service. In the event of a power outage, your telephone Service will continue to operate for up to eight hours with the backup battery that Cox provides. If Cox does not provide a modem or backup battery power for Cox Services utilizing a telephone cable modem, you must provide it and it will remain your responsibility in all respects. If (i) the modem that supplies your telephone Service is disconnected or moved, (ii) the backup battery is not charged or otherwise becomes inoperable, or (iii) there is an extended power outage, telephone Service, including access to E911, will not be available. Cox uses your telephone Service address to identify your location for E911 Service. To ensure that E911 dispatch receives your correct address, the telephone modem should not be moved, even inside your home. You must notify Cox in advance if you would like to move or relocate your telephone Service.

Equipment: All Cox Equipment and embedded Software (Equipment) provided to You by Cox or its agent will remain the property of Cox. Cox shall have the unrestricted right, but not the obligation, to install or modify the software in any of the Equipment. It is a material breach for You to copy, duplicate, reverse engineer or in any way tamper with or interfere with any Software provided to You by Cox. You also agree:

1. To use the Equipment only for receiving Services ordered from or through Cox. You will only use any modem embedded in a digital video box for the receipt of Cox video Services.
2. To promptly return the Equipment to Cox in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use, immediately upon discontinuance of Service.

If You do not promptly return the Equipment or if it is damaged or encumbered, ("Unreturned Equipment"), the damages Cox will incur will be difficult to ascertain. Therefore, You agree to pay, and Cox may charge Your account, a liquidated damages amount equal to Cox's reasonable estimates of the replacement costs and incidental costs that Cox incurs; provided, however, that such amount will not exceed the maximum amount permitted by law (the "Unreturned Equipment Charge"). This provision and any other provision that by its nature should survive shall survive the termination or expiration of this Agreement.

Programming: You acknowledge that Cox reserves the right at any time and in its sole discretion to change its channel lineup and/or to pre-empt specific programs or parts of programs previously advertised as available. Cox also reserves the right to alter its fee structure upon notice to You. You may immediately terminate service upon notice to Cox. You may not rebroadcast, transmit, record, perform, or charge admission to view or listen to any of the programming made available by the Services unless you obtain and pay for any public performance licenses.

LIMITATION OF WARRANTIES AND LIABILITY: COX, ITS PARENT, AFFILIATES, EMPLOYEES, (COLLECTIVELY AND INDIVIDUALLY, THE "COX GROUP") MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE EQUIPMENT FURNISHED TO YOU AND/OR SERVICES PROVIDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THESE PROVISIONS MAY NOT APPLY TO YOU. THE COX GROUP SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR THE DEGRADATION OR INTERRUPTION OF ANY SERVICES, FOR ANY LOST DATA OR CONTENT, IDENTITY THEFT, FOR ANY FILES OR SOFTWARE DAMAGE, REGARDLESS OF CAUSE. THE COX GROUP SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICES. NOR SHALL COX BE LIABLE FOR FAILURE TO PROVIDE SERVICE IF THE CAUSE IS DUE TO THE ACTS OF A THIRD PARTY. YOU HEREBY INDEMNIFY AND HOLD HARMLESS THE COX GROUP FROM ANY CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF (I) SUCH DAMAGE OR INJURY RESULTING FROM ANY CLAIM THAT YOUR USE OF THE SERVICE INFRINGES ON THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, (II) ANY BREACH OR ALLEGED BREACH BY YOU OF THIS AGREEMENT; OR INJURY TO PERSON OR PROPERTY RESULTING FROM YOUR NEGLIGENCE. UNDER NO CIRCUMSTANCES WILL THE COX GROUP BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. THE COX GROUP'S MAXIMUM TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE MONTHS PRECEDING YOUR CLAIM.

Breach of Agreement: If You breach this Agreement, or any other agreement referenced herein, Cox has the right to terminate this

Agreement and retrieve its equipment. Cox's failure to require Your strict performance of any term of this Agreement shall not be a waiver of Cox's right to require strict performance of any term or condition herein.

Entire Agreement: This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between Cox and You for the subject matter hereof. Only Cox may make modifications to this document. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

CREDIT REPORT NOTICE

IF YOU WERE SUBJECT TO A CREDIT CHECK AND REQUIRED TO PAY A DEPOSIT PLEASE READ:

When you requested services from Cox Communications, you agreed to our obtaining a credit report from a consumer reporting agency. A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.

Based on the information we received from the credit reporting agency, and our assessment of the risk associated with that information, Cox Communications may require a deposit before providing services to you. The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.

You have a right to dispute any inaccurate information in your credit report, and we encourage you to do so. If you find mistakes on your credit report, contact Equifax which is the consumer reporting agency from which we obtained your credit report. Please note that Equifax did not make this decision and cannot explain to you why the decision was made. However, under Federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, contact Equifax:

By telephone: (888) 932-2324

By mail:

Equifax
PO Box 740241
Atlanta, GA 30371-0241

On the web: www.equifax.com

For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore

EASYPAY ENROLLMENT TERMS OF SERVICE

Once you have enrolled in EasyPay, Cox is required to send you a written copy of your EasyPay authorization. By accepting EasyPay terms and conditions, you agree that Cox may send your EasyPay authorization and any notices required for any payment, to you electronically to your designated email address. Your consent to participate in EasyPay and receive the EasyPay authorization in electronic form (and not paper form) will apply for as long as you are enrolled in EasyPay unless such consent is revoked by you, Cox, or your financial institution. NOTE: please ensure the name you entered on the EasyPay form is the same as the name on your designated financial institution/credit card account.

It may take up to two billing cycles for your bank or credit card to begin automatic payments. When EasyPay is activated, you will see an EasyPay enrollment confirmation on your Cox bill. Until you see that confirmation, please continue to pay your bill as usual.

PAPERLESS BILLING ENROLLMENT TERMS OF SERVICE

If you elect to receive your Cox bills electronically, you agree that you will receive subsequent Cox bills solely in electronic format and you will not receive a paper bill. You will receive a confirmation when your Electronic Bill request is processed. Once Electronic Billing is activated, you will receive a monthly email reminder that your Electronic Bill is ready for viewing. Regardless of whether you receive a confirmation or whether you receive email notification that your Electronic Bill is ready for viewing, you are still responsible for timely paying your Bill. You are responsible for ensuring that your email address used for Electronic Bill notification is current at all times. You have the right, at no charge, to return to a paper bill by visiting Cox.com and changing your preference to "Receive Paper Bill" or by contacting [Cox customer support](#). Please allow one bill cycle for Bill delivery preferences to be updated. You may print a copy of your Electronic Bill using your computer's browser or save a copy of the Electronic Bill to your hard drive.

e911 Notification

The Federal Communications Commission has asked phone service providers to share these important facts about E911:

Enhanced 911 allows emergency personnel to locate you in the event of an emergency. They will not be able to locate you if you move your modem to a new location. Please contact Cox if you need to relocate your telephone modem. It can take up to 2 business days for your new address to be updated. - The telephone modem does not include a backup battery but can support one if you wish to have home telephone service during a power outage for access to Enhanced 911 and other calling. Please contact Cox at 855-324-7700 or visit a Cox store to obtain a compatible battery. If you purchase a battery, or receive a battery as an eligible Lifeline customer, you are responsible for installing, monitoring battery health and contacting Cox when it needs to be replaced. - Telephone service, including access to e911 service will not be available during a power outage if the telephone modem does not have a battery or if the modem is moved or inoperable.

Price Lock Guarantee Agreement

View the following policies regarding the Cox Price Lock Guarantee and Monthly Discounts.

Current Policies:

- [24-Month Price Lock Guarantee](#) – Arizona, California, Nebraska and Nevada
- [24-Month Price Lock Guarantee](#) – All other locations

Retired Policies:

- [24-Month Price Lock Guarantee](#) – Arizona, California, Nebraska and Nevada (Retired 3/31/2015)
- [24-Month Price Lock Guarantee](#) – All other locations (Retired 3/31/2015)
- [24-Month Price Lock Guarantee](#) – Arizona (Retired 9/30/2014)
- [24-Month Price Lock Guarantee](#) – All other locations (Retired 9/30/2014)
- [24-Month Price Lock Guarantee](#) – All locations (Retired 3/17/14)
- [24-Month Price Lock Guarantee](#) – All locations (Retired 5/20/13)
- [24-Month Price Lock Guarantee](#) – Arizona (Retired 4/8/13)

Procedure for Making Claim of Copyright

Infringement

Updated 2006

Pursuant to the Digital Millennium Copyright Act (the "DMCA"), you may file a Notification of claimed infringement with the Designated Agent of a Service Provider if you believe that a Web page hosted by the Service Provider is violating your rights under U.S. copyright law. (See Title 17, United States Code, Section 512(c)(3)). The DMCA provides the following procedure for parties to follow who wish to file a Notification of claimed infringement with a Service Provider.

To serve a Notification on Cox® Business; Cox® High Speed InternetSM; and/or Cox Interactive MediaSM, send your Notification to:

Name of Designated Agent to Receive Notification: DMCA Agent

Address to Which Notification Should be Sent: 1400 Lake Hearn Drive, NE, Atlanta, Georgia 30319

Telephone Number of Designated Agent: (404) 269-6830

Facsimile Number of Designated Agent: (404) 269-8432

Email Address of Designated Agent: abuse@cox.net

Notification:

In order to be effective under the DMCA, the Notification must (i) be in writing, and (ii) provided to the Designated Agent of a Service Provider.

In order for such a complaint to be effective under the DMCA, Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Service Provider to locate the material.
4. Information reasonably sufficient to permit the Service Provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information described in 1 through 6 above, Service Provider will:

1. Remove or disable access to the material that is alleged to be infringing.
2. Take reasonable steps to promptly notify the subscriber that it has removed or disabled access to the material.

Counter Notification:

If a notice of copyright infringement has been filed against you, you may file a Counter Notification with a Service Provider's Designated Agent. In order to be effective, a Counter Notification must be written and include substantially the following:

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good

faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the Service Provider may be found, and that the subscriber will accept service of process from the person who provided Notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, Service Provider shall:

1. Promptly provide the complaining party with a copy of the Counter Notification;
2. Replace the removed material or cease disabling access to the material within 10 to 14 business days following receipt of the Counter Notification, unless the Service Provider's Designated Agent first receives notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringing party from engaging in infringing activity relating to the material on Service Provider's system or network.

NOTE: Under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys fees. See Title 17, United States Code, Section 512(d).

NOTE: The information on this page is provided to you for informational purposes only, and is not intended as legal advice. If you believe your rights under U.S. Copyright law have been infringed, you should consult an attorney.

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